

COUNTY OF YORK, VIRGINIA  
REQUEST FOR PROPOSALS

Issue Date: January 14, 2007

RFP # 1548

Title: OPERATIONS CENTER FUEL SITE REPAIRS/REMEDIATION

Classification Code: 92691

Issuing Agency:

County of York, Virginia  
Central Purchasing  
120 Alexander Hamilton Blvd.  
P. O. Box 532  
Yorktown, Virginia 23690

Using Agency And/Or Location  
Where Work Will Be Performed:

County of York  
Department of General Services  
P. O. Box 532  
Yorktown, Virginia 23690

Sealed Proposals Will Be Received Until 5:00 p.m. on Monday, February 5, 2007 At Which Time They Shall Be Opened In Public. **Note: Optional Pre-proposal meeting- see Section 1.4**

NOTE: 3 copies of your Proposal will be required.

All Inquiries For Information Should Be Directed to: Denise F. Weston, CPPB, Buyer II,  
Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE

In Compliance With this Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page.)

Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
Signature in Ink

\_\_\_\_\_ Title: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Facsimile No. ( ) \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

### 1.0 PURPOSE:

It is the express purpose of this formal Request for Proposal (RFP) to acquire the services of a fully qualified petroleum equipment contracting firm, hereinafter referred to as "Contractor", for (1) identification and recommendation of corrective action for settlement of concrete pads covering fuel tanks and collection of ground water in containment manholes containing dispenser pumps, and (2) construction services for the correction of the identified problems at the York County Vehicle Maintenance Operations Center, 201 Operations Drive, Yorktown, Virginia. The County of York, VA is hereinafter referred to as "Owner"

### 1.1 DESCRIPTION OF EXISTING CONDITIONS:

The three 12,000 gallon fuel tank system at the Vehicle Maintenance Operations Center has been in place for approximately sixteen years. The concrete pad/parking lot covering the fuel tanks is progressively settling and the concrete is cracking as a result. This problem is compounded by a high volume of motor vehicle and bus traffic. Since this settling has become prominent, ground water has accumulated and is retained in the containment manholes housing the dispenser pumps located in the concrete area.

### 1.2 PROPOSALS:

Proposals shall include, but not be limited to, location of company, number of employees, years in business, past jobs/ awards, three client references for previous experience with similar types of work, including the scope of work, the status of the project(s) involved, and the year(s) in which the work was performed. Include the owner's name, address and telephone number for each project.

In addition, proposals shall include a written outline containing of the Offeror's analysis of:

- currently identified problems at the Vehicle Maintenance Operations Center
- possible reasons for the current problems
- any other possible or anticipated problems or scenarios that might exist or have occurred because of the readily apparent problems
- recommended or proposed corrective actions
- estimates of time required for identification and correction of outlined items

The proposal shall also include:

- Separate pricing for the various anticipated work items and corrective recommendations.
- Unit rate prices for labor and equipment for work associated with unanticipated problems or repairs. The list shall also include a percentage cost mark-up for materials or equipment provided in support of such work. (NOTE: Although unit prices are provided, and may be necessary under certain conditions, all attempts shall be made to allow for negotiation of fixed price modifications to the Contract for work discovered.)

- Provide Information on potential permitting issues, if any, such as for County codes and the Virginia Department of Environmental Quality (VA DEQ).

1.3 CONDUCT OF THE WORK:

Initial site work shall consist of removal and disposal of the settling concrete sections and excavation of fill material, as required to expose the fuel tanks, tank hold down system, pump wells, manholes and pump and piping systems, to determine the corrective actions, repairs or remediation that may be necessary. Contractor shall notify Owner as each problematic area is exposed in the field, to allow Owner's approval of the recommended solution before any corrective action is taken.

1.4 OPTIONAL PRE-PROPOSAL MEETING:

An optional Pre-proposal meeting will be held at 10:00 a.m. on Wednesday, January 24, 2007 at the Vehicle Maintenance Operations Center, 201 Operations Drive, Yorktown, VA.

2.0 GENERAL TERMS AND CONDITIONS:

2.1 MANDATORY USE OF COUNTY FORM:

All responses to this Request for Proposal (RFP) must be on the Offeror's letterhead or form. Response to the RFP should address all aspects of the request and must include a signature of the Offeror. All proposals must be submitted in a sealed envelope plainly marked using the RFP number, date and time. Offerors should expressly address issues indicated by the evaluation criteria.

2.2 OPENING DATE/TIME:

Proposals and amendments thereto, if received by the Owner after the date and time specified for scheduled opening, will not be considered. The Offeror is responsible for submitting his proposal to this office by the specified time and date. Date of postmark, phone, or telegraphic proposals (including those by Fax) will not be accepted. There will be no exceptions.

2.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

2.4 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by the County.

2.5 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

2.6 ANTI-DISCRIMINATION:

By submitting their proposals, all Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of A and B below apply:

A. During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations for advertisements for employees placed in behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of A above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in

Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

2.7 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.8 INDEMNITY AGREEMENT:

The following shall be deemed included as a condition of any contract awarded as a consequence of this proposal:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of this agreement, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, his employees, servants, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

2.9 SURETY:

The Contractor shall furnish Surety Bonds, in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a

period of one year after final acceptance by the Owner. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.

3.0 INFORMATION FOR OFFERORS RESPONDING TO REQUEST FOR PROPOSAL:

- 3.1 Award will be made to the most responsible and responsive Offeror in accordance with the procedures set out in Section 6.0, below.
- 3.2 Acceptance of a proposal by the Owner is not an order to proceed.
- 3.3 All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 3.4 Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
- 3.5 If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.

4.0 EVALUATION CRITERIA

The following evaluation criteria (not listed in order of priority) will be used in the review of proposals submitted as a result of this solicitation:

- 4.1 Qualifications of the Offeror and of Offeror's proposed Subcontractors.
- 4.2 The level of experience of the Offeror.
- 4.3 Past performance record on similar projects.
- 4.4 The sufficiency of financial resources and ability of the contractor to perform the contract or provide the service.
- 4.5 The location of the office that will have the responsibility for providing the services and the ability of the Offeror to respond quickly to requests and requirements of the County.
- 4.6 Consultants approach to quality assurance.

5.0 SPECIAL CONDITIONS:

Upon successful completion of negotiations with the County, the selected Offeror must complete all required formalities related to executing the contract within ten (10) working days of receiving the final contract document from the County.

#### 6.0 AWARD OF CONTRACT:

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluation factors stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed services.

At the conclusion of discussions as outlined above, on the basis of evaluation factors published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, one or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the Offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. At any time during the negotiations, the Purchasing Office may terminate all negotiations and re-advertise the requirement.

#### 7.0 CONTRACT:

The final written agreement under which the successful Offeror will provide services to the Owner will generally contain those terms and conditions listed in the attached sample contract format. Specifics unique to this project as well as fees for service and time schedules are the primary matters for negotiation. Offerors should indicate in their proposal which clauses they would seek to modify if they were evaluated as the top Offerors.

Attachments:

(1) Sample Contract

SAMPLE CONTRACT FORM  
CONSTRUCTION CONTRACT

Agreement No. \_\_\_\_\_

This AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called Owner; and

\_\_\_\_\_  
(a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called Contractor.

WITNESSETH: Owner and Contractor, for the consideration stated herein, agree as follows:

PART I - GENERAL:

SCOPE OF WORK

Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete:

OPERATIONS CENTER FUEL SITE REPAIRS/REMEDIATION

as defined in Contractor's proposal, dated \_\_\_\_\_, 200\_\_, and IFB No. \_\_\_\_\_ dated \_\_\_\_\_, 200\_\_, which are incorporated herein by reference and all in strict accordance with the Specifications attached hereto or incorporated herein by reference, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

PROJECT MEETINGS

1. Pre-construction Meeting: Contractor shall attend a pre-construction meeting conducted by Owner, prior to commencement of construction activities, to discuss significant items that could effect progress, including the tentative construction schedule, critical sequencing, use of premises, procedures for processing change orders if required, and equipment deliveries and other issues as designated by Owner and Contractor to ensure successful completion of the project.
2. Progress Meetings: Contractor shall conduct progress meetings attended by Owner for the purpose of determining delays in progress or schedules and other significant



events effecting the project. Times and dates for these meetings will be established, and mutually agreed upon, during the pre-construction meeting.

## PROJECT CLOSE-OUT

1. Prior to final acceptance Contractor shall:
  - a. Complete the clean up of the project sites and repair any damage to grounds or infrastructure resulting from construction.
  - b. Inspect the finished work as set out in Contractor's Proposal, manufacturer's specifications and details, and as specified in this document under "Inspection Procedures" below.
  - c. Submit all applicable as-built drawings, maintenance procedures/requirements needed to maintain manufacturer's guarantees, and quality control reports.
  - d. Submit warranties, guarantees, and manufacturer's inspection reports if required.
  - e. Submit a request for final payment.
2. Inspection Procedures: Contractor and Owner will jointly inspect the projects to insure the work meets the scope of work and any manufacturer's/supplier's installation procedures and specifications. A list of discrepancies (if any) shall be developed and corrected prior to final acceptance.
3. Final Acceptance: Submit a copy of final inspection discrepancy list stating that all items have been completed or otherwise resolved.

## TEMPORARY FACILITIES, UTILITIES AND COMMUNICATIONS

1. All temporary facilities and utility requirements, including telecommunications, are strictly the responsibility of Contractor. Additionally, all electrical extension cords shall meet national electrical code requirements.

## HOURS OF OPERATION AND COORDINATION REQUIREMENTS

Contractor's work hours shall be limited to the normal work hours for County Staff between 8:00 am and 5:00 pm, Monday through Friday. A request for alternate times shall be made in advance of start of work to Owner. All work schedules, parking arrangements and access to the construction areas shall be confirmed in writing during the pre-construction meeting.

## MAINTENANCE OF JOB SITE

1. Contractor shall be responsible for maintaining clean and presentable job sites and for proper disposal of all debris generated as part of the project. All scrap, demolished material and debris shall be directly deposited into a dumpster, dump truck or suitable container provided by Contractor and removed from the premises. The job sites shall be clean and secure to the degree that they will be safe for the public. Special attention to the sites shall be taken to prevent the possibility of any job site debris from being blown or moved as a result of adverse weather conditions.
2. Any disturbances or damage done to any roadways, buildings, parking areas, grounds, waterways or utilities by Contractor or by personnel or agencies employed by Contractor during this project shall be repaired and returned to the original condition that existed prior to start of work for these projects, and at no expense to Owner.
3. Site security for twenty-four (24) hours of every day during the construction periods is strictly the responsibility of Contractor. Contractor's responsibilities include protection of work and materials installed at the project sites as well as all of Contractor's property, such as equipment, vehicles, material, tools, etc.

## QUALITY ASSURANCE

1. Qualifications of Contractor: Contractor shall be licensed or certified by the manufacturers/suppliers specified in Contractor's proposal, as being qualified to install the materials specified by the manufacturer/supplier, if applicable.
2. Contractor shall maintain a project supervisor on the job sites during all working hours. This supervisor will be considered by Owner to be Contractor's representative, and shall have full authority to speak on Contractor's behalf.
3. Contractor shall use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the manufacturer's/supplier's specifications, requirements and the methods needed for proper performance and installation of the work.
4. Manufacturer's Inspection: Contractor shall make all required notifications and secure all inspections required by manufacturers to facilitate issuance of proposed guarantees, if applicable.

## SUBMITTALS

1. Prior to starting work, Contractor shall provide to Owner a complete materials list of all items proposed to be furnished and installed under this contract.
2. Prior to starting work, Contractor shall provide to Owner, if applicable, manufacturer's specifications, recommended methods of installation including shop drawings of relevant details, and other data required to demonstrate compliance with specified requirements. Manufacturer's specifications and recommended methods of installation, when reviewed by Owner's inspectors, will become the basis for inspection and accepting or rejecting actual installation, procedures and materials used on the work, if applicable.
3. Prior to starting work, Contractor shall provide to Owner a schedule of work in bar graph format (i.e. times vs. activity), with the following information at minimum:
  - a. Type of Work
  - b. Number of crew proposed to be involved in various operations.
  - c. Scope of work to be done by subcontractor(s).
  - d. Date of proposed start, duration and completion time for each operation.
  - e. Allowances for poor weather, if applicable.

#### PRODUCT HANDLING

1. Contractor shall deliver all packaged materials to the job sites in their original, unopened containers, with all labels intact and legible at time of inspection, if applicable.
2. Contractor shall store all materials in a neat, safe manner, and in strict accordance with the manufacturer's specifications for storage of materials, as applicable.
3. Contractor shall use all means necessary to protect the materials before, during, and after installation.
4. Materials shall not be used if damaged due to improper storage based upon requirements of manufacturer's specifications, damaged due to improper protection during installation or damaged during shipment. These materials shall be removed from the job sites and replaced with new undamaged material at no additional cost to Owner.

#### PART II - PRODUCTS AND EXECUTION:

## MATERIALS AND INSTALLATION

1. Where applicable, all work and materials shall be in strict adherence to manufacturer's/supplier's specifications and shall not be modified as to jeopardize warranties.
2. Where applicable, manufacturer's/supplier's specifications, installation instructions and details will be used as the basis of installation inspections performed by Owner's inspector.

## CONTRACT PRICE:

Owner will pay Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the unit and lump sum prices as contained in the Contractor's Proposal attached hereto.

The Stipulated Sum Contract Amount for Operations Center Fuel Site Repairs/Remediation

is \_\_\_\_\_ dollars: \$\_\_\_\_\_.

Contractor shall not perform work beyond the contract scope without a written change order.

## PAYMENTS:

Owner will pay the contract amount to Contractor in payments for the work performed as follows:

1. Payment schedule:
  - a. Monthly Payments will be paid at the end of the first thirty (30) calendar days of work, and at the end of successive thirty (30) calendar days of work thereafter, and will be based upon the percentage of acceptable work completed to date for each monthly payment request.
  - b. Final Payment will be paid upon completion, and acceptance by Owner, of all work and receipt of request for final payment
2. Contractor shall submit requests for payment in writing to Owner for each of the categories stated above. Proof of purchase and receipt of material shall be attached to each request, if applicable.

## TIME:

Contractor agrees to commence work within fifteen (15) working days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK SHALL BE COMPLETED WITHIN TWO WEEKS FROM NOTICE TO PROCEED.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

COMPONENT PARTS OF THE CONTRACT:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Request for Proposal (RFP) No. 1548, dated January 14, 2007.
2. Contractor's Proposal dated \_\_\_\_\_, 2007
3. Construction Contract (this document)
4. Payment Bond
5. Performance Bond
6. Certificate of Insurance
7. Contractor's License (if required)
8. Notice of Award
9. Notice to Proceed
10. Change Orders (if any)
11. Other Documents as may be required by law or appended hereto

ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in four (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

\_\_\_\_\_  
NAME OWNER

\_\_\_\_\_  
TITLE BY

\_\_\_\_\_  
County Administrator  
TITLE

ATTEST:

\_\_\_\_\_  
NAME CONTRACTOR

\_\_\_\_\_  
TITLE BY

\_\_\_\_\_  
TITLE

CONTRACTOR'S ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,  
AND ADDITIONAL INSURED FORM GL-20-10  
OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

SAMPLE FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter call the Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
County of York, Virginia  
(Name of Owner)

\_\_\_\_\_  
P. O. Box 532, Yorktown, Virginia 23690  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars, (\$ \_\_\_\_\_ ), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, a copy of which is hereto attached and made a part hereof for the Construction of:

OPERATIONS CENTER FUEL SITE REPAIRS/REMEDIATION



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

_____ (PRINCIPAL) SECRETARY	_____ PRINCIPAL
	BY _____
SEAL	

_____ WITNESS TO PRINCIPAL	_____ ADDRESS
_____ ADDRESS	

ATTEST:

_____ (SURETY) SECRETARY	_____ SURETY
	BY _____
SEAL	(ATTORNEY-IN-FACT)

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WITNESS AS TO SURETY

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ADDRESS

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ADDRESS

NOTE: Date of Bond must be as to date of Contract.

If Contractor is a Partnership, all partners should execute Bond.

SAMPLE FORM  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter call the Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars, (\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, a copy of which is hereto attached and made a part hereof for the Construction of:

OPERATIONS CENTER FUEL SITE REPAIRS/REMEDIATION

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

_____ (PRINCIPAL) SECRETARY	_____ PRINCIPAL
	BY _____
SEAL	

_____ WITNESS TO PRINCIPAL	_____ ADDRESS
-------------------------------	------------------

_____ ADDRESS	_____
------------------	-------

ATTEST:

_____ (SURETY) SECRETARY	_____ SURETY
-----------------------------	-----------------

BY \_\_\_\_\_

SEAL

(ATTORNEY-IN-FACT)

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

NOTE: Date of Bond must be as to date of Contract.

If Contractor is a Partnership, all partners should execute Bond.